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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)  
ROBERT W. ALVORD (2011)

August 30, 2013

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Release and Discharge, dated as of August 26, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the General Security Agreement previously filed with the Board under Recordation Number 23305.

The name and address of the party to the enclosed document are:

Lender: Kreditanstalt für Wiederaufbau, represented  
by KfW IPEX-Bank GmbH  
Palmengartenstrasse 5-9  
D 60325 Frankfurt am Main  
Germany

[Borrower: Canadian Pacific Railway Company  
401 9<sup>th</sup> Avenue, S.W., Suite 920  
Calgary, Alberta T2P 4Z4  
Canada]

Section Chief  
August 30, 2013  
Page 2

A description of the railroad equipment covered by the enclosed document is:

58 locomotives: CP 9100 - CP 9160, except CP 9129, CP 9133 and CP 9138 (all three released earlier).

A short summary of the document to appear in the index is:

Release and Discharge.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Edward M. Luria".

Edward M. Luria

EML/sem  
Enclosures

ur 723/2013 S

RECORDATION NO. 23305-C  
FILED AUGUST 30 2013 09:20 AM  
SURFACE TRANSPORTATION BOARD

**RELEASE AND DISCHARGE**

**TO:** Canadian Pacific Railway Company ("CPRC")  
**AND TO:** the purchasers of the Released Security (as such term is hereinafter defined)  
**AND TO:** WHOM IT MAY CONCERN  
**RE:** Fifty-Eight Locomotives Identified in the attached Schedule "A"

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Kreditanstalt für Wiederaufbau, a public law institution existing under German law (the "Lender") hereby confirms and agrees as follows:

1. CPRC and the Lender are party to a loan agreement dated July 24, 2000, originally among 3517021 Canada Inc. and the Lender and assumed by CPRC on December 14, 2000 (the "Loan Agreement"). As security for its obligations under the Loan Agreement, CPRC has granted in favour of the Lender a general security agreement dated December 14, 2000 (the "General Security Agreement") over sixty-five model SD90MAC locomotives bearing road numbers CP9100 to 9160 inclusive and CP9300 to CP9303 inclusive, of which four locomotives bearing road numbers CP9300 to CP9303 inclusive were released in 2010 and replaced with locomotives bearing road numbers CP9835 to CP9838 inclusive and three locomotives bearing road numbers CP9129, CP9133 and CP9138 were released in 2011 and replaced with locomotives bearing road numbers CP9832, CP9833 and CP9834 (the "Borrower Security").
2. In consideration for (i) CPRC entering into a supplemental general security agreement granting security to the Lender over thirty-three General Electric model AC4400CW locomotives and fifteen General Electric model ES44AC locomotives and (ii) Soo Line Railroad Company entering into a limited recourse guarantee and indemnity agreement secured by a security agreement granting security to the Lender over ten General Electric model ES44AC locomotives (collectively, the "Replacement Security") and effective upon the execution, delivery and registration of the Replacement Security, release to the Lender of supporting legal opinions satisfactory to the Lender, the Lender hereby fully and unconditionally releases and discharges from the Borrower Security fifty-eight model SD90MAC 4300 locomotives identified in Schedule "A" attached hereto, bearing the road numbers shown in said Schedule "A" (the "Released Collateral").
3. The Lender, effective upon the execution, delivery and registration of the Replacement Security and release to the Lender of supporting legal opinions satisfactory to the Lender, hereby releases its interest in all policies of insurance held in respect of the Released Collateral and hereby agrees that any notation of its said interest may be deleted from all such policies.
4. The Lender, effective upon the execution, delivery and registration of the Replacement Security and release to the Lender of supporting legal opinions satisfactory to the Lender, hereby agrees to execute and deliver to CPRC (which CPRC may in turn deliver to any

purchaser of the Released Collateral) any discharge documentation prepared by or on behalf of CPRC in order to discharge the Released Collateral, including (i) any financing change (discharge) statements in respect of all financing statements registered against CPRC under the *Personal Property Security Act* (Alberta), the *Personal Property Security Act* (Ontario) or any equivalent personal property security law, (ii) the *Canada Transportation Act* and (iii) the Surface Transportation Board or any other related boards in any state or federal office in the United States of America; provided that all reasonable expenses incurred by the Lender in this regard are paid by CPRC. The Lender also agrees that it will execute and deliver to CPRC such additional releases, discharges, documents and further assurances as may be reasonably required by CPRC or purchasers of the Released Collateral from time to time; provided that all reasonable expenses incurred by the Lender in this regard are paid by CPRC.

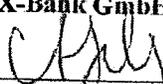
5. The Lender, effective upon the execution, delivery and registration of the Replacement Security and release to the Lender of supporting legal opinions satisfactory to the Lender, authorizes CPRC or any of CPRC's agents in Canada or United States of America to discharge all registrations against CPRC only in relation to the Released Collateral, including the registrations against CPRC listed in Schedule "B" attached to this Release and Discharge, as long as such registrations are discharged only in relation to the Released Collateral.
6. All indemnities by CPRC under or pursuant to the Loan Agreement or the General Security Agreement shall survive this Release and Discharge and shall enure to the benefit of the Lender and its successors and assigns.
7. This Release and Discharge shall be governed by the laws of the Province of Ontario.
8. This Release and Discharge shall enure to the benefit of CPRC, the purchasers of the Released Collateral and their respective successors and assigns, and shall be binding upon the Lender and its successors and assigns.

IN WITNESS WHEREOF this Release and Discharge has been executed and delivered by the undersigned under the hand of its duly authorized officers as of 26<sup>th</sup> of August, 2013.

**KREDITANSTALT FÜR WIEDERAUFBAU,  
Represented by KfW IPEX-Bank GmbH**

By: \_\_\_\_\_

Name:  
Title:

  
Melanie Abels  
Director

By: \_\_\_\_\_

Name:  
Title:

  
Carsten Gabriel  
Vice President

Vollmacht

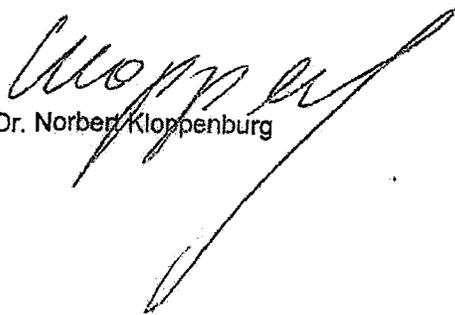
Nach § 6 Absatz 3 Satz 3 des Gesetzes über die Kreditanstalt für Wiederaufbau (BGBl. 1969 I S. 573), zuletzt geändert durch die Neunte Zuständigkeitsanpassungsverordnung vom 31. Oktober 2006 (BGBl. I S. 2427) in Verbindung mit § 3 Absatz 2 Satz 3 der Satzung der Kreditanstalt für Wiederaufbau (Bundesanzeiger 2003 Nr. 175 Seite 21065) ermächtigt der Vorstand hiermit

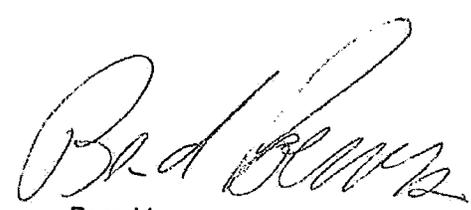
Herrn Dr. Volker Groß  
Herrn Dr. Christian Frey  
Frau Angelika Klimpe  
Herrn Klaus Pettelkau  
Herrn Claus Stadler  
Frau Christiane Orlowski  
Herrn Jörg Brombach  
Frau Susanne Hetkämper  
Herrn Axel Hinterthan  
Herrn Gerd Kugler  
Herrn Wolfgang Eichhorst

– und zwar jede Person für sich – die KfW bei der Veräußerung und Belastung von Grundstücken jeweils mit einem anderen bevollmächtigten Vertreter mit Vertretungsbefugnis gemäß § 49 HGB zu vertreten.

Frankfurt am Main, den 22. März 2010

- KfW -

  
Dr. Norbert Kloppenburg

  
Bernd Loewen

Urkundenrolle Nr. 129 Jahr 2010

Umstehende vor mir vollzogenen Unterschriften:

1. des Herrn Dr. Norbert Kloppenburg
2. des Herrn Bernd Loewen

Beide von Person bekannt,  
beide Mitglieder des Vorstandes der

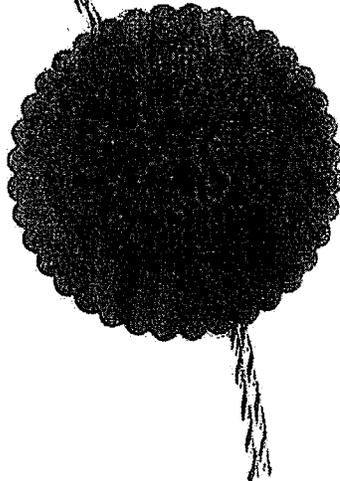
Kreditanstalt für Wiederaufbau (KfW)  
Palmengartenstraße 5 - 9

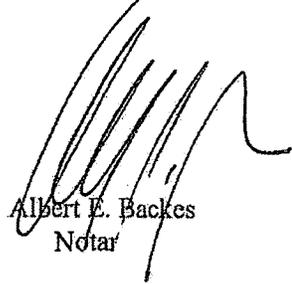
60325 Frankfurt am Main

beglaubige ich hiermit.

Die Frage nach einer Vorbefassung des Notars i.S.d. § 3 Abs. 1 Nr. 7 BeurkG wurde verneint.

Frankfurt am Main, den 26. März 2010



  
Albert E. Backes  
Notar

**SCHEDULE "A" TO THE RELEASE AND DISCHARGE OF  
KREDITANSTAL FÜR WIEDERAUFBAU**

Description of the Locomotives

<u>Make</u>	<u>Model</u>	<u>Type</u>	<u>Road Number</u>
General Motors	SD90MAC 4300	Diesel Electric	CP9100 to CP9128 (inclusive), CP9130 to CP9132 (inclusive), CP9134 to CP9137 (inclusive), CP9139 to CP9160 (inclusive)

**SCHEDULE "B" TO THE RELEASE AND DISCHARGE OF  
KREDITANSTAL FÜR WIEDERAUFBAU**

**Personal Property Registrations (Alberta)**

<u>Debtor</u>	<u>Registration #</u>	<u>Security Type</u>
Canadian Pacific Railway Company	00121903645	Security Agreement

Amended by:  
#01022318578

(this registration will be amended to delete the fifty-eight locomotives which are the subject of this release)

**Personal Property Registrations (Ontario)**

<u>Debtor</u>	<u>Registration #</u>	<u>Security Type</u>
Canadian Pacific Railway Company	2000 1214 1705 9065 4901	Security Agreement

(this registration was made against the following categories: "Inventory, Equipment, Accounts, Other") (this registration will be partially discharged with respect to the fifty-eight locomotives which are the subject of this release)

**Registration pursuant to the Canada Transportation Act**

<u>Debtor</u>	<u>Registration #</u>	<u>Security Type</u>
Canadian Pacific Railway Company	December 15, 2000 at 2:07 pm	N/A

(this registration will be amended to delete the fifty-eight locomotives which are the subject of this release)

**Registration pursuant to the Surface Transportation Board**

<b><u>Debtor</u></b>	<b><u>Registration #</u></b>	<b><u>Security Type</u></b>
Canadian Pacific Railway Company	23305	Security Agreement

(this registration will be amended to delete the fifty-eight locomotives which are the subject of this release)

No. 723 of the register of documents for 2013 S

I, the undersigned Civil Law Notary Dr. Georg Thomas Scherl, in command of the English language, hereby certify the signatures made in my presence by

- a) Mrs. Melanie Abels, born on 13<sup>th</sup> of March 1975,  
officer with statutory authority (*Prokurist*),  
and
- b) Mr. Carsten Gabriel, born on 25<sup>th</sup> of December 1973,  
officer with statutory authority (*Prokurist*),

both with office at Palmengartenstraße 5-9, 60325 Frankfurt am Main,  
both identified by identity card

*both acting for*

KfW IPEX-Bank GmbH,  
registered office at Palmengartenstraße 5-9, 60325 Frankfurt am Main,

*KfW IPEX-Bank GmbH acting in turn for*

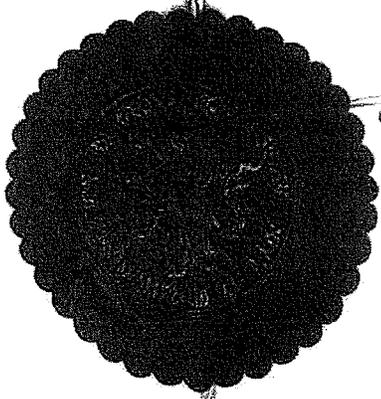
**Kreditanstalt für Wiederaufbau ("KfW"),**  
registered office at Palmengartenstraße 5-9, 60325 Frankfurt am Main, Germany.

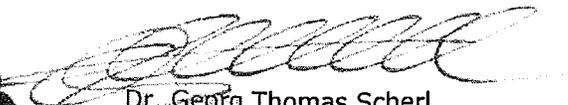
I affirm to have asked the signing persons for prior involvement according to § 3, para. 1, No. 7 German authentication law (*Beurkundungsgesetz*), which has been denied. I advised the persons appearing in their obligations by the prevention of the German money laundering act (*Geldwäschegesetz*). They declared, that they are acting as described in this deed and not for third parties.

According to an inspection of the Electronic Commercial Register of the Local Court of Frankfurt am Main under no. HRB 79744, on today, I certify, that Mrs. Melanie Abels and Mr. Carsten Gabriel, both as officer with statutory authority, are authorized to represent KfW IPEX-Bank GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized and existing under the laws of Germany, having its seat at Palmengartenstraße 5-9, 60325 Frankfurt am Main, Germany, jointly.

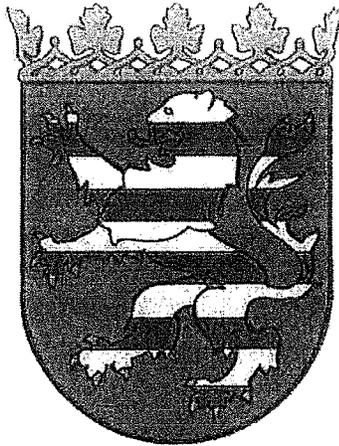
Furthermore, I certify, with regard to the Power of Attorney, dated 20<sup>th</sup> of December 2011, Deed No. 413/2011 S, Dr. Georg Thomas Scherl, Civil Law Notary in Frankfurt am Main, that KfW IPEX-Bank GmbH is authorized to represent KfW, a legal entity under public law, organized and existing under the laws of Germany, having its seat at Palmengartenstraße 5-9, 60325 Frankfurt am Main, Germany. The aforementioned Power of Attorney, the original of which was presented to me, is attached as a certified copy.

Frankfurt am Main, Germany, 26<sup>th</sup> of August 2013



  
Dr. Georg Thomas Scherl  
Civil Law Notary

CERTIFIED COPY



CIVIL LAW NOTARY

DR. GEORG THOMAS SCHERL

Savignystraße 43  
60325 Frankfurt am Main,  
State of Hesse, Germany

I hereby certify that this instrument is a true and a complete photocopy of the original which was presented to me.

Frankfurt am Main, 26<sup>th</sup> of August 2013



Dr. Georg Thomas Scherl  
Civil Law Notary

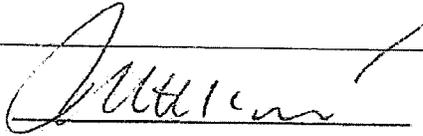


413/2011 S



<b>Vollmacht und Ermächtigung</b>	<b>Power of Attorney and Authorization</b>
der	granted by
<b>KfW</b> (auch bekannt als Kreditanstalt für Wiederaufbau)	<b>KfW</b> (also known as Kreditanstalt für Wiederaufbau)
Palmengartenstrasse 5 - 9 60325 Frankfurt am Main Deutschland	Palmengartenstrasse 5 - 9 60325 Frankfurt am Main Germany
zu Gunsten der <b>KfW IPEX-Bank GmbH</b> Palmengartenstrasse 5 - 9 60325 Frankfurt am Main Deutschland	to <b>KfW IPEX-Bank GmbH</b> Palmengartenstrasse 5 - 9 60325 Frankfurt am Main Germany
nachfolgend „IPEX“ genannt	hereinafter referred to as "IPEX"
<b>Präambel</b>	<b>Preamble</b>
Seit dem 1. Januar 2008 betreibt die IPEX ihre Geschäfte als rechtlich selbständiges Tochterunternehmen der KfW.	Since 1 January 2008, IPEX operates its business as a legally independent subsidiary of KfW.
In der IPEX werden die Finanzierungen und sonstigen Geschäfte des Geschäftsfelds Export- und Projektfinanzierungen innerhalb der KfW Bankengruppe seit dem 1. Januar 2008 gebündelt. Aus diesem Grunde ist die IPEX auch für die Abwicklung und Verwaltung derjenigen Geschäfte aus dem Geschäftsfeld Export- und Projektfinanzierungen betraut, die die KfW vor dem 1. Januar 2008 im eigenen Namen eingegangen ist, und die nicht auf die IPEX übertragen wurden („KfW-Altgeschäfte“). Darüber hinaus wird die IPEX für die KfW diejenigen Geschäfte verwalten und	Since January 1 <sup>st</sup> 2008 IPEX assumes responsibility within the KfW Banking Group for all financing and other transactions that fall within the domain of the export and project financing operations. For this reason, IPEX also administer and settle for KfW those transactions from the export and project financing domain, which were entered in by KfW in its own name prior to 1 January 2008, and which were not transferred to IPEX ("Old KfW Transactions"). Moreover, IPEX will administer and settle for KfW those transactions that KfW will implement in its

<p>abwickeln, die die KfW im eigenen Namen nach dem 1. Januar 2008 gemäß § 2 Abs. 1 Nr. 1 lit. g und Nr. 4 lit. a und lit. b des KfW-Gesetzes i.V.m. den Vorschriften der KfW-Satzung durchführen wird („KfW-Neugeschäfte“). Die KfW-Altgeschäfte und die KfW-Neugeschäfte werden nachfolgend zusammen als „KfW-Geschäfte“ bezeichnet.</p>	<p>own name following 1 January 2008 pursuant to Section 2 (1) no. 1 g) and no. 4 a) and b) of the law concerning KfW (KfW-Gesetz) in conjunction with the By-laws of KfW (“New KfW Transactions”). The Old KfW Transactions and the New KfW Transactions will hereinafter be jointly referred to as the “KfW Transactions”.</p>
<p>Die Verwaltung und Abwicklung der KfW-Geschäfte durch die IPEX erfolgt im Sinne einer vollumfänglichen Geschäftsführung. Die IPEX ist dabei berechtigt, die KfW-Geschäfte im eigenen und / oder fremden Namen für die KfW zu führen.</p>	<p>The administration and implementation of the KfW Transactions shall be handled and executed by IPEX by way of an unlimited agency. In this respect, IPEX shall be entitled to perform the KfW Transactions in its own name and / or as agent acting on KfW's behalf.</p>
<p>Dies vorausgeschickt, ermächtigt und bevollmächtigt die KfW die IPEX wie folgt:</p>	<p>Now, therefore, KfW grants the following powers and authority to IPEX:</p>
<p>1. Die IPEX ist ermächtigt, alle im Rahmen der Durchführung der KfW-Geschäfte anfallenden Rechtsgeschäfte und Handlungen im eigenen Namen vorzunehmen. Zu diesem Zweck willigt die KfW hiermit in Verfügungen der IPEX über Rechte der KfW im Rahmen der Durchführung der KfW-Geschäfte ein. Dies schließt das Führen von Prozessen und die Veräußerung oder Belastung von Grundstücken mit ein. Die IPEX ist insbesondere ermächtigt, Forderungen der KfW aus den KfW-Geschäften im eigenen Namen einzuziehen und gegenüber dem Schuldner nach ihrer Wahl Leistung an sich oder an die KfW zu verlangen.</p>	<p>1. IPEX shall be entitled to undertake any and all legal transactions and acts in its own name that arise during implementation of the KfW Transactions. To this end, KfW hereby approves of and agrees to any dispositions by IPEX over KfW's rights during implementation of the KfW Transactions. This shall include the right to litigate and the right to dispose of or encumber real estate. IPEX shall especially be entitled to collect any claim of KfW arising under or in connection with the KfW Transactions in its own name and to request payment by the debtor - in its sole discretion - either to IPEX or KfW.</p>

<p>2. Die KfW bevollmächtigt die IPEX unter Befreiung von den Beschränkungen des § 181 2. Alt BGB, alle im Rahmen der Durchführung der KfW-Geschäfte anfallenden Rechtsgeschäfte und Handlungen, einschließlich des Abschlusses von KfW-Neugeschäften, im Namen der KfW vorzunehmen. Dies schließt das Führen von Prozessen und die Veräußerung oder Belastung von Grundstücken mit ein. Die IPEX ist berechtigt, Untervollmachten zu erteilen und dabei auch die Unterbevollmächtigten von den Beschränkungen des § 181 2. Alt BGB zu befreien.</p>	<p>2. KfW – waiving the limitations under Section 181 2nd option German Civil Code - grants IPEX full power to undertake any and all legal transactions and acts in the name of KfW during implementation of the KfW Transactions, including entering into New KfW Transactions. This shall include the right to litigate and the right to dispose of or encumber real estate. IPEX may delegate all or any of the powers referred to in this clause to one or more persons and may exempt such persons from the restrictions contained in Section 181 2nd option German Civil Code.</p>
<p>3. Die KfW verpflichtet sich, alle rechtmäßigen Handlungen oder Rechtsgeschäfte, die die IPEX im Rahmen der Durchführung der KfW-Geschäfte vornimmt, zu genehmigen.</p>	<p>3. KfW shall approve and consent to all legally permissible acts and legal transactions undertaken by IPEX in implementing the KfW Transactions.</p>
<p>4. Diese Vollmacht und Ermächtigung sowie ihre Auslegung unterliegen deutschem Recht.</p>	<p>4. This Power of Attorney and Authorisation and as well as its interpretation shall be governed by German law.</p>
<p>5. Diese Vollmacht und Ermächtigung sowie die <i>Power of Attorney and Authorisation</i> sind jeweils eigenständige Erklärungen und gelten unabhängig voneinander.</p>	<p>5. This Power of Attorney and Authorisation as well as the <i>Vollmacht und Ermächtigung</i> are separate declarations and are both valid independent of each other.</p>
<p>Frankfurt, den 20. Dezember 2011</p>	
<p>KfW</p>	
<p> Claus Stadler</p>	<p> Klaus Pettelkau</p>

vorstehende, vor mir eigenhändig vollzogene Namensunterschriften von

1. Herrn Claus Stadler, geboren am 10. November 1957, *Prokurist*,
2. Herrn Klaus Pettelkau, geboren am 19. August 1953, *Prokurist*,

beide bevollmächtigte Vertreter mit den Vertretungsbefugnissen nach § 49 HGB (*Prokurist*) sowie auch rechtsgeschäftlich Bevollmächtigte, beide geschäftsansässig Palmengartenstraße 5-9, 60325 Frankfurt am Main und ausgewiesen durch ihre amtlichen Lichtbildausweise,

hier handelnd

für die Anstalt des öffentlichen Rechts mit dem Namen  
KfW mit dem Sitz Palmengartenstraße 5-9, 60325 Frankfurt am Main,

beglaubige ich hiermit öffentlich.

Ich fragte die Erschienenen nach einer Vorbefassung i. S. von § 3 Abs. 1 Nr. 7 BeurkG. Diese Frage wurde verneint.

Die Vertretung erfolgt:

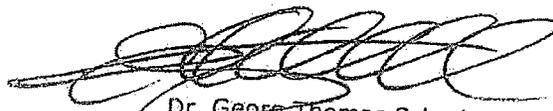
- a) auf Grund rechtsgeschäftlicher, bis zum heutigen Tage nicht widerrufenen Vollmacht vom 26. März 2010, UR-Nr. 129/2010 des Notars Backes in Frankfurt am Main, die heute im Original vorlag und dieser Erklärung in beglaubigter Abschrift beigelegt ist,
- b) nach Maßgabe der Bescheinigung des Bundesministeriums der Finanzen der Bundesrepublik Deutschland vom 6. Juni 2011, gemäß derer Herr Claus Stadler und Herr Klaus Pettelkau mit den Vertretungsbefugnissen nach § 49 HGB gemeinsam berechtigt sind die KfW mit Sitz in Frankfurt am Main rechtsverbindlich zu vertreten. Ihre weitere Vertretungsberechtigung ergibt sich aus § 12 Abs. 2 des Gesetzes über die KfW in der Fassung vom 23. Juni 1969 (BGBl S 573), zuletzt geändert durch die neunte Zuständigkeitsanpassungsverordnung vom 31. Oktober 2006 (BGBl IS. 2427).

**Kostenberechnung**  
(gemäß §§ 141, 154 KostO)

	§§ KostO	Geschäftswert	Gebühr
Unterschriftsbeglaubigung o. E.	141, 32, 45	310.000,00 €	130,00 €
Beglaubigung Vollmachtsablichtung	55	0,00 €	10,00 €
Vertretungsbescheinigung		0,00 €	13,00 €
Fremdauslagen		0,00 €	18,00 €
Verauslagte Kosten Apostille			
Dokumentenpauschale	136, 152	0,00 €	2,50 €
		Zwischensumme	178,50 €
		Umsatzsteuer 19%	33,92 €
		Gesamtbetrag	212,42 €

Frankfurt am Main, 20. Dezember 2011



  
Dr. Georg Thomas Scherl  
Notar

No. 413 of the register of documents for 2011 S

I, the undersigned Civil Law Notary Dr. Georg Thomas Scherl hereby certify the signatures made in my presence by

- a) Mr. Claus Stadler, born on 10<sup>th</sup> November 1957, officer with statutory authority (*Prokurist*),
- b) Mr. Klaus Pettelkau, born on 19<sup>th</sup> August 1953, officer with statutory authority (*Prokurist*), both with office at Palmengartenstraße 5-9, 60325 Frankfurt am Main,

both identified by identity card

both acting for

KfW, registered office at Palmengartenstraße 5-9, 60325 Frankfurt am Main.

I affirm to have asked the signing persons for prior involvement according to § 3, para. 1, No. 7 German authentication law (*Beurkundungsgesetz*), which has been denied.

I confirm that:

- a) according to the certificate of the Ministry of Finance of the Federal Republic of Germany of June 6, 2011 that Mr. Claus Stadler and Mr. Klaus Pettelkau are entitled in conjunction with the representative authority pursuant to § 49 HGB (Commercial Code) to legally represent the KfW in Frankfurt am Main. Their entitlement for representation results from § 12 sect. 2 of the act concerning the KfW in the wording of June 23, 1969 (BGBl S 573 – Civil Code folio I, page 573). Last amended by the ninth ordinance on the Adaption of Responsibilities dated 31<sup>st</sup> October 2006 (Civil Code folio I, p. 2427).
- b) with regard to the Power of Attorney, dated 26<sup>th</sup> March 2010, Deed No. 129/2010, Mr. Albert E. Backes, Notary Public in Frankfurt am Main, that Mr. Stadler and Mr. Pettelkau are authorized for the purchase and charge of real estate for KfW. The aforementioned Power of Attorney, the original of which was presented to me, is attached as a certified copy.

**Cost Calculation**  
according Para. 141, 154 regulation of court cost (*KostO*)

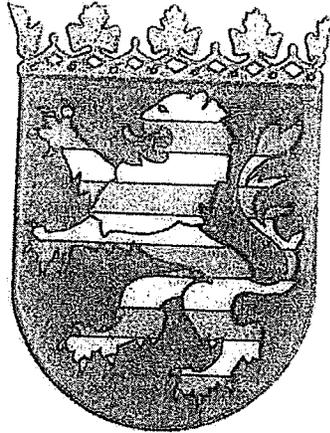
Para.	Value	Rate
141, 32, 45	310.000,00 €	130,00 €
55	0,00 €	10,00 €
	0,00 €	13,00 €
	0,00 €	18,00 €
136, 152	0,00 €	2,50 €
137, 152	0,00 €	5,00 €
	subtotal	178,50 €
	VAT 19%	33,92 €
	total	<u>212,42 €</u>

Frankfurt am Main, Germany, 20<sup>th</sup> December 2011



*[Handwritten Signature]*  
Dr. Georg Thomas Scherl  
Civil Law Notary

Beglaubigte Abschrift/CERTIFIED COPY



Notar/CIVIL LAW NOTARY

DR. GEORG THOMAS SCHERL

Savignystraße 43  
60325 Frankfurt am Main,  
State of Hessen, Germany

German:

Die Übereinstimmung der nachstehenden  
Fotokopie mit der mir vorliegenden Urschrift  
beglaubige ich hiermit.

Es wird versichert, dass diese Urkunde  
ein vollständiges Lichtbild der Urschrift ist.

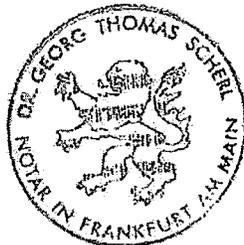
English:

I hereby certify that this instrument is a true  
and a complete photocopy of the original which  
was presented to me.

Frankfurt am Main, 09.01.2012

A handwritten signature in black ink, appearing to be 'Dr. Georg Thomas Scherl', written over a horizontal line.

Dr. Georg Thomas Scherl  
Civil Law Notary



CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 8/30/13

Edward M Luria  
Edward M. Luria